

HOPKINS, SUTTER, HAMEL & PARK

(A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS)

888 SIXTEENTH STREET, N.W., WASHINGTON, D.C. 20006 (202) 835-8000

TELECOPIER (202) 835-8136 (202) 775-1648 TELEX 440374

CHICAGO OFFICE THREE FIRST NATIONAL PLAZA CHICAGO 60602

DALLAS OFFICE 545 EAST JOHN CARPENTER FREEWAY 75082

WILLIAM H. BRADFORD, JR.

(202) 835-8120

June 2, 1989

Date 6/5/89
Fee \$ 13.00

ICC Washington, D.C.

BY HAND

RECORDATION NO. 7246-F FILED 1425

JUN 5 1989 -2 02 PM 9-156A010

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, DC 20423

Attention: Documents for Recordation

Dear Secretary:

I have enclosed an original and one counterpart of the document described below to be recorded pursuant to section 11303 of Title 49 of the U.S. Code.

The document is an amendment to a lease, a secondary document, dated May 1, 1989.

The primary document to which this document is connected is recorded under Recordation No. 7246-A, recorded November 21, 1973.

The names and addresses of the parties to the document are:

Lessor: First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84130-0007

Lessee: Canadian National Railway Company
935 de la Gauchetiere Street, West
Montreal, Quebec
Canada H3B 2M9
Attention: Treasurer

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NOTION OPERATIONS UNIT

Secretary
Interstate Commerce Commission
June 2, 1989
Page 2

A description of the equipment covered by the document follows:

80 - 70 Ton 52'8" Bulkhead Flat Cars
AAR Mechanical Designation: FB
Identifying Marks
DWC 605600 to 605679, inclusive

A fee of \$10.00 is enclosed.

Please return the original and any extra copies not needed by the Commission for recordation to William H. Bradford, Jr., Hopkins, Sutter, Hamel & Park, 888 - 16th Street, NW, Washington, DC 20006.

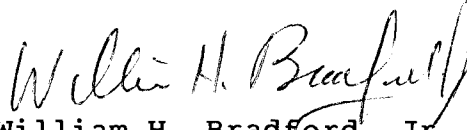
A short summary of the document to appear in the index follows:

Amendment to Lease with Recordation No. 7246-A, dated May 1, 1989, between First Security Bank of Utah, N.A., lessor, 79 South Main Street, Salt Lake City, Utah 84130-0007 and Canadian National Railway Company, lessee, 935 de la Gauchetiere Street, West, Montreal, Quebec, Canada H3B 2M9, covering 80 - 70 ton 52'8" bulkhead flat cars, AAR Mechanical Designation: FB.

Very truly yours,

HOPKINS, SUTTER, HAMEL & PARK

By:


William H. Bradford, Jr.

WHB:pb
Enclosures

cc: David Bekhor, Esq.

Interstate Commerce Commission
Washington, D.C. 20423

6/5/89

OFFICE OF THE SECRETARY

William H. Bradford Jr
Hopkins Sutter, Hamel & Park
888 16th St. N.W.
Washington, D.C. 20006-

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/5/89 at 2:00pm, and assigned recordation number(s). 7246-F

Sincerely yours,

Narta L. McLee

Secretary

Enclosure(s)

JUN 5 1989 -2⁰⁰ PM

INTERSTATE COMMERCE COMMISSION

Amendment dated as of May 1, 1989, between First Security Bank of Utah, N.A., not in its individual capacity but solely in its capacity as Owner-Trustee (hereinafter called the "Lessor") and Canadian National Railway Company (hereinafter called the "Lessee").

WHEREAS the Lessor and the Lessee have entered into a Lease of Equipment No. 1-A dated as of January 15, 1974 (hereinafter called the Lease);

WHEREAS the Lease was amended by an Amendment dated as of May 15, 1974 between the parties;

WHEREAS the Lessor and GATX Leasing Corporation have together co-signed a letter of clarification addressed to the Lessee, which letter was countersigned by the Lessee on December 30, 1988, a copy of which is attached as Exhibit I hereto and forming part hereof; (hereinafter called the "Clarification");

WHEREAS pursuant to the Clarification, the Lessor and the Lessee now desire to further amend the Lease by cancelling Schedule I thereto and substituting a new Schedule I therefor;

Now, therefore, in consideration of the mutual covenants and

agreements herein contained the parties hereto hereby agree as follows:

1. Schedule I to the Lease is hereby cancelled and replaced by a substitute Schedule I attached as Exhibit 2 hereto and forming part hereof.
2. All other terms and conditions of the Lease remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity but
solely in its capacity as
Owner-Trustee,

ASSISTANT VICE PRESIDENT

By

T. Clayton
Authorized Officer

Attest:

Joseph Curtis
Authorized Officer

Approved
as to form only
[Signature]
Attorney

CANADIAN NATIONAL RAILWAY COMPANY

By

[Signature]
Vice-President

Attest:

Marie Andrei Penneau
Assistant Secretary

FIRST SECURITY BANK OF UTAH, N.A.
GATX LEASING CORPORATION

Canadian National Railway Company
935 de la gauchetiere St. W.
Finance Department
3rd Floor
Montreal, Quebec
Canada H3B 2M9

Attention: Mr. Jean Wan
Manager - Leasing

Dear Sirs:

RE: Lease of Equipment No. 1-A dated as of January 15,
1974 between First Security Bank of Utah, N.A. and
Canadian National Railway Company

Reference is made to Lease of Equipment No. 1-A, dated as of January 15, 1974 (the "Lease"), between Canadian National Railway Company (the "Lessee"), and First Security Bank of Utah, N.A., not in its individual capacity but solely in its capacity as "Owner Trustee" (the "Lessor").

GATX Leasing Corporation (the "Owner") represents that it acquired the entire interest to the equipment subject to the Lease as beneficial owner from United Bank of Denver, National Association ("UBD"), successor in interest to the UBD Leasing Company, pursuant to an Agreement to sell an Interest in Trust and Equipment, dated May 15, 1981, between UBD and GATX Leasing Corporation.

The Lessor and the Owner hereby acknowledge and confirm that the units of railroad equipment subject to the Lease consist of 80 70-ton 52'8" bulkhead flat cars, and not 200 such cars as specified in Schedule 1 to the Lease.

This will also confirm our agreement to execute any lease amendment and other documents that may reasonably be deemed appropriate to reflect the foregoing.

Please indicate your concurrence with the foregoing by signing and returning one copy of this letter to the Lessor and one copy to the Owner as soon as possible.

FIRST SECURITY BANK OF UTAH, N.A.
(not in its individual capacity but solely :
in its capacity as Owner Trustee)

By _____

GATX LEASING CORPORATION

By _____

Agreed this *30TH* day, of *December*, 1988.

CANADIAN NATIONAL RAILWAY COMPANY

By *[Signature]* :

Please indicate your concurrence with the foregoing by signing and returning one copy of this letter to the Lessor and one copy to the Owner as soon as possible.

FIRST SECURITY BANK OF UTAH, N.A.
(not in its individual capacity but solely
in its capacity as Owner Trustee)

By W. Clayton, A.V.P.

GATX LEASING CORPORATION

By _____

Agreed this day, of , 1988.

CANADIAN NATIONAL RAILWAY COMPANY

By _____

Please indicate your concurrence with the foregoing by signing and returning one copy of this letter to the lessor and one copy to the Owner as soon as possible.

FIRST SECURITY BANK OF UTAH, N.A.
(not in its individual capacity but solely
in its capacity as Owner Trustee)

By _____

GATX LEASING CORPORATION

By  _____

Agreed this day, of , 1988.

CANADIAN NATIONAL RAILWAY COMPANY

By _____

EXHIBIT 2

SCHEDULE I - LEASE NO. 1-A

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers</u> <u>(both inclusive)</u>
80	70-ton 52' 8" Bulkhead Flat Cars	DWC 605600 to 605679

STATE OF UTAH,)
) SS.:
COUNTY OF SALT LAKE,)

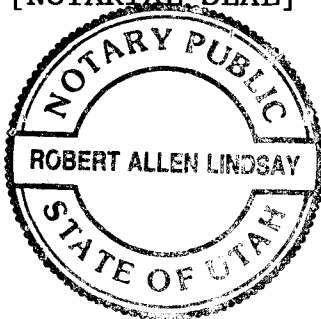
On this 12th day of May 1989, before me personally appeared *Tanya Lisa Clayton*, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of the said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

My commission expires

My Commission Expires July 1, 1991



Notary Public

[NOTARIAL SEAL]



PROVINCE OF QUEBEC,)
) ss.:
CITY OF MONTREAL,)

On this *25th* day of *May* 1989, before me personally appeared *Mr. P. J. Goliot*, to me personally known, who, being by me duly sworn, says that he is a Vice President of CANADIAN NATIONAL RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Commissioner for Oaths

M.J. PHIPPARD
Commissioner for Oaths
Commissaire à l'Assermentation
District-Montreal
Expires December 12, 1991